

EXHIBIT 4

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)**

CROSS RIVER BANK

*

Plaintiff,

*

v.

Case No: 8:21-cv-3210-TJS

*

3 BEA'S ASSISTED LIVING, LLC, et al.

*

Defendants.

*

**NOTICE OF SUBPOENA
TO PRODUCE DOCUMENTS, INFORMATION OR OBJECTS
TO BE SERVED ON BANK OF AMERICA, NA**

To: ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiff, Cross River Bank, by counsel, will serve the attached Subpoena to Produce Documents, Information or Objects upon Bank of America, NA.

Dated: March 29, 2022

Respectfully submitted,



Blake W. Frieman, MD. Fed. No. 20959
Bean, Kinney & Korman, P.C.
2311 Wilson Blvd., Suite 500
Arlington, VA 22201
Tel: 703.525.4000
Fax: 703.525.2207
bfrieman@beankinney.com

JONATHAN J. LERNER, ESQ.

Pro Hac Vice

Starr, Gern, Davison & Rubin, P.C.
105 Eisenhower Parkway, Suite 401
Roseland, NJ 07068-1640
Tel: 973.403.9200
Fax: 973.364.1403
JLerner@starrgern.com
ATTORNEYS FOR CROSS RIVER BANK

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 29th 2022 a copy of the foregoing was sent via electronic mail and first class mail, postage prepaid to:

Brent M. Ahalt
McNamee Hosea
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770
bahalt@mhlawyers.com
Counsel for Defendants



Blake W. Frieman

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT
for the
District of Maryland

Cross River Bank, a New Jersey Business Entity,

Plaintiff

v.

3 Bea's Assisted Living LLC, a/k/a Three Bea's
Assisted Living, Connie Stewart, David Stewart, Jr.*Defendant*

Civil Action No. 8:21-cv-03210-TJS

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Bank of America, c/o The Corporation Trust, Incorporated, Registered Agent

(Name of person to whom this subpoena is directed)

☒ **Production:** YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Document Requests attached.

Place: Bean, Kinney & Korman, P.C., Attn Blake Freeman, Esq.
2311 Wilson Blvd., Suite 500
Arlington, VA 22201

Date and Time:

04/15/2022 10:00 am

☐ **Inspection of Premises:** YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 3/29/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Cross River Bank
(973) 403-9200, who issues or requests this subpoena, are:
Jonathan Lerner, Starr, Gern, Davison & Rubin, 105 Eisenhower Pkwy, Ste 401, Roseland, NJ 07068 jlerner@starrgern.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 8:21-cv-03210-TJS

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) *Contempt.*

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A TO SUBPOENA DUCES TECUM

DEFINITIONS

1. All capitalized terms not defined herein shall have the same meanings as set forth in the Complaint (defined below).
2. The term "Plaintiff" means, the Plaintiff, Cross River Bank.
3. The term "Defendants" means, jointly and severally, the Defendants, 3 Bea's Assisted Living, LLC, Connie Stewart, and David Stewart.
4. The term "Complaint" means the complaint filed in this action by Plaintiffs against the Defendants and includes any attachments or exhibits thereto and any subsequent amendments to same.
5. The terms "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these document requests any information that might otherwise be construed to be outside their scope.
6. The terms "all" or "any" means each and every.
7. The term "parties" means the Plaintiffs and the Defendants in this action.
8. The term "communication" is used in the broadest sense and includes, without limitation, any oral, written, or electronic transmittal of information or request for information made from one person to another, whether made in person, by telephone, electronically, or by any other means, or a document made for the purpose of recording a communication, idea, statement, opinion or belief.
9. The term "document" means the original and non-identical copy of any written, electronic, recorded, or graphic matter, however produced or reproduced including, but not limited to, any correspondence, memoranda, notes, meeting minutes, telegrams, reports, transcripts, e-mails, or telephone conversations or any other writings or documentary material of

any nature whatsoever, together with any attachments thereto and enclosures therewith, and any other retrievable matter (whether encarded, taped or encoded, electrostatically, or otherwise). Non-identical copies, drafts, and identical copies of documents with handwriting are each a separate “document” within the meaning of that term.

10. The phrase “electronically stored information” means all documents that are stored in any electronic medium from which information can be obtained.

11. The term “including” means including, but not limited to.

12. The term “person” means any natural person, firm, corporation, association, partnership, joint venture, business, trust, governmental or public entity or any other form of legal entity.

13. The phrase “relating to” means directly or indirectly mentioning, referring to, reflecting, constituting, discussing, describing, pertaining to, or connected with the requested or identified information, document, or stated subject matter in any logical, legal, or factual way.

14. The terms “you” or “your” means the person or entity to whom these document requests are directed, and that person or entity’s agents, employees, servants, representatives or employees, if any.

* * * * *

INSTRUCTIONS

1. These instructions and the above definitions should be read and construed to require responses to the document requests based upon the knowledge and information available to you.
2. Each document request is to be read, construed, and responded to separately and independently without reference to, or being limited by, any other document request.
3. These document requests are continuing in character so as to require you to serve supplementary responses to the extent you obtain, directly or through your agents, representatives, or attorneys, pertinent additional or different information.
4. The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense as necessary to bring within the scope of these document requests any documents or information that might otherwise be construed to be outside their scope.
5. The singular shall be construed to include the plural, and the plural shall be construed to include the singular as necessary to bring within the scope of these document requests any documents or information that might otherwise be construed to be outside their scope.
6. These document requests require you to produce all responsive documents in your possession, custody, or control, wherever located, including electronically stored information in or subject to your possession, custody, or control, and including all documents or electronically stored information that you have the ability to obtain that are responsive, in whole or in part, to these requests. All documents, including electronically stored information, should be produced in the manner in which they are kept in the usual course of business, or organized and labeled to

correspond to the categories specified herein to which they are responsive. To the extent that the documents are in any computerized, electronic, or digital format or any other medium of communication or storage, the documents shall be downloaded to diskette, CD-ROM, DVD, or USB flash drive without further processing by you, containing all significant material contained in the electronic records including, without limitation, the creation date for the file and the date it was last modified.

7. Each responsive document consisting of electronically stored information shall be produced in the format in which it was stored, with all of its metadata intact, including, without limitation, information sufficient to identify the creation, last modification and last accessed date, the storage location (*e.g.*, fully qualified path and folder) or the file and the system (*e.g.*, server, computer or device) on which it was stored.

8. With respect to producing electronic mail, the electronic mail should be produced in a format that includes the originating address, all copies and blind copies, the date and time of transmission, each attachment, the mailbox or other electronic storage location of every copy, and all replies and/or forwards of such piece of electronic mail.

9. If any portion of a document is responsive to a document request, the entire document shall be produced.

10. Unless otherwise indicated, the relevant time period for the document requests is January 1, 2020 through the present.

* * *

DOCUMENTS SUBPOENAED

1. All documents evidencing, referring, relating to and/or constituting bank records (including but not limited to bank statements, online banking information, cancelled checks, wire transfer records, ATM and/or debit card activity) of accounts of 3 Bea's Assisted Living LLC a/k/a Three Bea's Assisted Living, including but not limited to Account No. [REDACTED] 1025, from January 1, 2020 through the present.

2. All documents evidencing, referring, relating to and/or constituting bank records (including but not limited to bank statements, online banking information, cancelled checks, wire transfer records, ATM and/or debit card activity) of accounts of Connie Stewart, residing at [REDACTED], Brandywine, MD [REDACTED], St. Leonard, MD [REDACTED], or elsewhere, from January 1, 2020 through the present.

3. All documents evidencing, referring, relating to and/or constituting bank records (including but not limited to bank statements, online banking information, cancelled checks, wire transfer records, ATM and/or debit card activity) of accounts of David Stewart Jr., residing at [REDACTED], Brandywine, MD [REDACTED], St. Leonard, MD [REDACTED], or elsewhere, from January 1, 2020 through the present.

4. All documents evidencing, referring, relating to and/or constituting bank records (including but not limited to bank statements, online banking information, cancelled checks, wire transfer records, ATM and/or debit card activity) of accounts of Burton Sherbert, residing at [REDACTED], Brandywine, MD [REDACTED], St. Leonard, MD [REDACTED], or elsewhere, from January 1, 2020 through the present.

BANK OF AMERICA P.O. Box 15284
Wilmington, DE 198503 BEAS ASSISTED LIVING
OPERATING ACCOUNT

PRINCE FREDERICK, MD

Business Advantage**Customer service information**

☎ 1.888.BUSINESS (1.888.287.4637)

✉ bankofamerica.com

✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.**Your Business Advantage Checking**

for May 1, 2020 to May 31, 2020

3 BEAS ASSISTED LIVING OPERATING ACCOUNT

Account number: 1025

Account summary

Beginning balance on May 1, 2020	\$106.87
Deposits and other credits	1,817,411.39
Withdrawals and other debits	-1,765,045.74
Checks	-51,231.00
Service fees	-12.00
Ending balance on May 31, 2020	\$1,229.52

of deposits/credits: 11

of withdrawals/debits: 66

of Items-previous cycle¹: 13

of days in cycle: 31

Average ledger balance: \$42,382.64.

¹Includes checks paid, deposited items & other debits.**BUSINESS ADVANTAGE****Get a 360° view of your business finances**Business Advantage 360 gives you the power to manage your business finances from a single dashboard. Available through Online and Mobile Banking¹ at no cost to you.**To learn more, visit bankofamerica.com/BusinessAdvantage360.**¹ You must be enrolled in Online Banking or Mobile Banking to use the Business Advantage 360 tool and have an eligible Bank of America® small business deposit account. Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply. SSM-01-20-2732.B | 2924763

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2020 Bank of America Corporation

Bank of America, N.A. Member FDIC and  Equal Housing Lender



Your checking account

3 BEAS ASSISTED LIVING | Account # [REDACTED] 1025 | May 1, 2020 to May 31, 2020

Deposits and other credits

Date	Description	Amount
05/01/20	[REDACTED]	1,036.00
05/04/20	[REDACTED]	3,000.00
05/04/20	[REDACTED]	1,700.00
05/04/20	[REDACTED]	1,300.00
05/04/20	[REDACTED]	1,229.00
05/07/20	Cross River Bank DES:SBA Loan ID: INDN:Three Bea's Assisted L CO ID:XXXXXXXXX CCD	1,706,117.00
05/08/20	[REDACTED]	35,636.19
05/08/20	[REDACTED]	4,428.18
05/08/20	[REDACTED]	2,238.00
05/15/20	[REDACTED]	727.02
05/19/20	[REDACTED]	60,000.00
Total deposits and other credits		\$1,817,411.39

Withdrawals and other debits

Date	Description	Amount
05/04/20	[REDACTED]	-16.00
05/06/20	[REDACTED]	-1,229.00
05/06/20	[REDACTED]	-2,765.00
05/07/20	MD TLR transfer to SAV 1125 Banking Ctr-PRINCE FREDERICK 0486573264 #5018101 MD Confirmation#	-250,000.00
05/07/20	MD TLR transfer to CHK 0791 Banking Ctr PRINCE FREDERICK 1486602346 #5018101 MD Confirmation#	-250,000.00
05/07/20	MD TLR transfer to CHK 4724 Banking Ctr PRINCE FREDERICK 0486609994 #5018101 MD Confirmation#	-100,000.00

continued on the next page

BUSINESS ADVANTAGE

Need bills and coins? Get the latest app update.

Your
Digital
Tip

Order all the denominations you need using our Mobile Banking app.¹ Get the latest updates and access your accounts wherever you have a mobile connection.

Download the app today from your app store or visit bankofamerica.com/GoMobile.

¹Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

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3 BEAS ASSISTED LIVING | Account # [REDACTED] 1025 | May 1, 2020 to May 31, 2020

Withdrawals and other debits - continued

Date	Description	Amount
05/07/20	MD TLR transfer to CHK 0791 Banking Ctr PRINCE FREDERICK #5018101 MD Confirmation# 0486731573	-400,000.00
05/07/20	MD TLR transfer to CHK 0791 Banking Ctr PRINCE FREDERICK #5018101 MD Confirmation# 0486742975	-100,000.00
05/07/20	Customer Withdrawal Image	-400,000.00
05/11/20	MD TLR transfer to CHK 9366 Banking Ctr PRINCE FREDERICK #5018101 MD Confirmation# 1421966661	-241,555.23
05/13/20	[REDACTED]	-26.25
05/15/20	[REDACTED]	-6,500.00
05/15/20	[REDACTED]	-155.00
05/27/20	[REDACTED]	-10,000.00
Card account # XXXX XXXX XXXX 3921		
05/12/20	[REDACTED]	-50.85
05/14/20	[REDACTED]	-409.16
05/14/20	[REDACTED]	-1.06
05/14/20	[REDACTED]	-302.72
Subtotal for card account # XXXX XXXX XXXX 3921		-\$763.79
Card account # XXXX XXXX XXXX 5524		
05/01/20	[REDACTED]	-321.46
05/04/20	[REDACTED]	-72.29
05/04/20	[REDACTED]	-2.99
05/04/20	[REDACTED]	-40.45
05/05/20	[REDACTED]	-21.19
05/11/20	[REDACTED]	-22.86
05/12/20	[REDACTED]	-170.00
05/12/20	[REDACTED]	-5.10
05/18/20	[REDACTED]	-258.27
05/26/20	[REDACTED]	-196.78
05/26/20	[REDACTED]	-18.70
05/26/20	[REDACTED]	-56.56
05/26/20	[REDACTED]	-153.00
05/26/20	[REDACTED]	-39.66
05/27/20	[REDACTED]	-40.50

continued on the next page

Amount: \$250,000.00 Sequence Number: 9458
 Account: 0983 Capture Date: 05/07/2020
 Bank Number: Check Number: 1151807631

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a sworn statement and 90-day notice period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - CREDIT COPY

No. 1151807631

Void After 90 Days

30-1/1140
NTX

Date 05/07/20 11:48:10 AM

PRINCE FREDERICK

0005 5018101 0010

Pay



BANK OF AMERICA

250000.00

Two Hundred Fifty Thousand and 00/100 Dollars

To The
Order Of CONNIE B STEWART

\$250,000.00

Not-Negotiable
Credit Copy

Remitter (Purchased By): 3 BEAS ASSISTED LIVING

Bank of America, N.A.
SAN ANTONIO, TX

063544597

05/07/2020 11:48 AM
 R/TN 546520134 CC 5018101 TL 00005
 Account 1025
 Document # 1151807631
 Official Check Sale
 DEL NUMBER 1151807631
 N INO INTRACT F2F AUTO

Seq: 18

Batch: 425783

Date: 05/07/20

Seq: 00018 05/07/20

BAT: 425783 CC: 5585010101

WT: 01 LTFS: Jacksonville

BC: Prince Frederick BC MD4-731

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
05/07/2020	9458		Rtn Loc/BOFD	Y		Bank of America NA

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
05/07/2020	9459		Rtn Loc/BOFD	Y		Bank of America NA

Amount: \$400,000.00 Sequence Number: 9460
 Account: 1025 Capture Date: 05/07/2020
 Bank Number: Check Number: 0

Bank of America

Out of State Counter Withdrawal

DEBIT

1. Verify the customer name and account number online.
2. Match the State Code for the domestic state/ entity of the account.
3. Write the 2-digit number in the Proof Code box below.

99 (FL) 98 (GA) 86 (ID) 33 (IL) 31 (IN) 35 (IA) 35 (KS) 88 (KY) 83 (LA) 77 (MA) 38 (MI) 34 (MN) 87 (NV) 81 (NH)
 Florida Georgia Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maine Massachusetts Maryland Michigan Minnesota Missouri Montana Nebraska Nevada New Hampshire
 85 (NJ) 38 (NM) 81 (NY) 86 (NC) 37 (ND) 97 (OR) 39 (PA) 89 (RI) 87 (SC) 63 (TN) 74 (TX) 53 (VA) 80 (DC) 99 (WA)
 New Jersey New Mexico New York North Carolina North Dakota Oregon Pennsylvania Rhode Island South Carolina Tennessee Texas Virginia Washington West Virginia
 08-14-661B 04-2013

PLEASE COMPLETE ALL INFORMATION AND PRESENT IDENTIFICATION.

Date 5/7/2020

Name 3 Beas Associate Living

Address

X

Location/State/Zip (If in Domestic state/ entity only) Proof Code Account Number

City/State/Zip Saint Leonard, MD

Telephone D/A

Not Negotiable - Withdrawals are permitted only through payment to the depositor.

TOTAL AMOUNT

1025 \$ 400000.00

For use by Business Support Unit

AZ 82 540860137 (ck/ua)	ME 88 540890130 (ck/ua)
AR 36 540710135 (ck/ua)	MD 52 540520134 (ck/ua)
CA 84 540930135 (ck/ua)	MA 77 540100130 (ck/ua)
CT 76 540870134 (ck/ua)	MI 30 540350139 (ck/ua)
FL 79 540590135 (ck/ua)	MO 34 540430130 (ck/ua)
GA 58 540580132 (ck/ua)	NV 87 540880133 (ck/ua)
ID 86 540820135 (ck/ua)	NI 61 540030132 (ck/ua)
IL 32 540330133 (ck/ua)	NJ 55 540060131 (ck/ua)
IN 31 540360132 (ck/ua)	NM 38 540850134 (ck/ua)
IA 33 540420137 (ck/ua)	NY 81 540940135 (ck/ua)
KS 35 540480135 (ck/ua)	OH 89 540950136 (ck/ua)

Seq: 05/07/2020 05/07/2020 540940135 (ck/ua)
 BAT: 425783 CC: 3588912101 (ck/ua)
 WT: 81 LTPS: Jacksonville FL (ck/ua)
 BC: Prince Frederick MD MD4-731

Seq: 9720540920132 (ck/ua)

Batch: 4257836 (ck/ua)

RI 89 540880137 (ck/ua)

SC 57 540570139 (ck/ua)

TN 63 540630134 (ck/ua)

TX 74 540740134 (ck/ua)

VA 53 540530137 (ck/ua)

DC 50 540500138 (ck/ua)

WA 99 540890136 (ck/ua)

Customer Connection CC 90 540900136

Tran 00010 05/07/2020 11:46

Entity NMD CC 5018101 Tlr 00005

Account 1025

R/TR 540520134

Official Check Sale \$400,000.00

DRL MD*****11/21 05/14

N INB INTERACT F2F AUTH

Electronic Endorsements:

Date	Sequence	Bank #	Endrs. Type	TRN	RRC	Bank Name
05/07/2020	9460		Rtn Loc/BOFD	Y		Bank of America NA



P.O. Box 15284
Wilmington, DE 19850

CONNIE B STEWART

SAINT LEONARD, MD

Customer service information

- Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Regular Savings

for March 11, 2020 to May 7, 2020

CONNIE B STEWART

Account number: 1125

Account summary

Beginning balance on March 11, 2020	\$32.30
Deposits and other additions	252,286.25
Withdrawals and other subtractions	-2,275.00
Service fees	-10.00
Ending balance on May 7, 2020	\$250,033.55



Know how to prevent fraud

- Never provide access codes to an unsolicited caller or through email or text.
- Protect your account numbers by using Zelle[®] or Bill Pay for digital payments.
- Don't abbreviate the year 2020. Scammers can easily manipulate it.

For more tips and information, visit [bankofamerica.com/Security](https://www.bankofamerica.com/Security).

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SSM-01-20-2301.G | 2880298

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Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

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Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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CONNIE B STEWART | Account # [REDACTED] 1125 | March 11, 2020 to May 7, 2020

Deposits and other additions

Date	Description	Amount
03/11/20	[REDACTED]	1.10
03/12/20	[REDACTED]	2.55
03/16/20	[REDACTED]	0.95
03/18/20	[REDACTED]	0.51
03/20/20	[REDACTED]	0.81
03/24/20	[REDACTED]	0.81
03/31/20	[REDACTED]	0.15
04/02/20	[REDACTED]	0.22
04/03/20	[REDACTED]	25.00
04/06/20	[REDACTED]	0.88
04/07/20	[REDACTED]	1.95
04/09/20	[REDACTED]	0.39
04/10/20	[REDACTED]	1.11
04/10/20	[REDACTED]	2,220.00
04/15/20	[REDACTED]	0.01
04/21/20	[REDACTED]	0.86
04/23/20	[REDACTED]	1.71
04/28/20	[REDACTED]	0.46
05/04/20	[REDACTED]	0.68
05/04/20	[REDACTED]	25.00
05/05/20	[REDACTED]	0.36
05/07/20	[REDACTED]	0.66
05/07/20	MD TLR transfer	250,000.00
05/07/20	[REDACTED]	0.08
Total deposits and other additions		\$252,286.25

Thank you for being a Bank of America® customer

SSM-09-19-0052.B | ARBTC7ST



P.O. Box 15884
Wilmington, DE 19850

DIANE'S PLEA, CURE CANCER FOUNDATION INC
[REDACTED]
SAINT LEONARD, MD [REDACTED]

Business Advantage

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

Your Business Advantage Checking

for May 1, 2020 to May 31, 2020

DIANE'S PLEA, CURE CANCER FOUNDATION INC

Account number: [REDACTED] 0791

Account summary

Beginning balance on May 1, 2020	\$7.30
Deposits and other credits	760,045.00
Withdrawals and other debits	-500,000.00
Checks	-0.00
Service fees	-15.00
Ending balance on May 31, 2020	\$260,037.30

of deposits/credits: 5

of withdrawals/debits: 3

of Items-previous cycle¹: 0

of days in cycle: 31

Average ledger balance: \$219,381.97

¹Includes checks paid, deposited items & other debits

BUSINESS ADVANTAGE

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Business Advantage 360 gives you the power to manage your business finances from a single dashboard. Available through Online and Mobile Banking¹ at no cost to you.

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¹ You must be enrolled in Online Banking or Mobile Banking to use the Business Advantage 360 tool and have an eligible Bank of America® small business deposit account. Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply. SSM-01-20-2732.B | 2924763

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Your checking account

DIANE'S PLEA, CURE CANCER FOUNDATION INC | Account # [REDACTED] 0791 | May 1, 2020 to May 31, 2020

Deposits and other credits

Date	Description	Amount
05/07/20	MD TLR transfer	400,000.00
05/07/20	MD TLR transfer	250,000.00
05/07/20	MD TLR transfer	100,000.00
05/08/20	[REDACTED]	45.00
05/27/20	[REDACTED]	10,000.00
Total deposits and other credits		\$760,045.00

Withdrawals and other debits

Date	Description	Amount
05/08/20	Customer Withdrawal Image	-250,000.00
05/08/20	Customer Withdrawal Image	-250,000.00
Total withdrawals and other debits		-\$500,000.00

BUSINESS ADVANTAGE


 Your
Digital
Tip


Need bills and coins? Get the latest app update.

Order all the denominations you need using our Mobile Banking app.¹ Get the latest updates and access your accounts wherever you have a mobile connection.

Download the app today from your app store or visit bankofamerica.com/GoMobile.

¹Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

SSM-11-19-0030.8 | 2846838



P.O. Box 15884
Wilmington, DE 19850

BURTON S SHERBERT

CHELTENHAM, MD

Customer service information

- ☎ Customer service: 1.800.432.1000
- TDD/TTY users only: 1.800.288.4408
- En Español: 1.800.688.6086
- 🌐 [bankofamerica.com](https://www.bankofamerica.com)
- ✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Adv Relationship Banking

for April 11, 2020 to May 8, 2020

BURTON S SHERBERT

Account number: [REDACTED] 4724

Account summary

Beginning balance on April 11, 2020	-\$171.03
Deposits and other additions	101,155.05
Withdrawals and other subtractions	-924.13
Checks	-0.00
Service fees	-35.90
Ending balance on May 8, 2020	\$100,023.99

Exclusive offer



Save up to **\$10 on TurboTax®**— the #1 best-selling tax software
Get your discount at bankofamerica.com/TurboTaxOffer.

Visit <http://turbotax.intuit.com/tp/you/guarantees.jsp> for TurboTax product guarantees and other important information. Limited time offer for TurboTax 2019. Savings are on TurboTax federal products only. Save \$5 on TurboTax Deluxe products, \$10 on TurboTax Premier products, and \$15 on TurboTax Self-Employed products. Terms, conditions, features, availability, pricing, fees, service and support options subject to change without notice. Intuit, TurboTax and TurboTax Online, among others, are registered trademarks and/or service marks of Intuit Inc. in the United States and other countries. #1 best-selling tax software based on aggregated sales data for all tax year 2018 TurboTax products. Offer valid January 10, 2020, through October 15, 2020. Instant discount applied at time of purchase by using the specific link provided in this offer— bankofamerica.com/TurboTaxOffer. Offer not valid on purchases made at third-party stores. By using the link provided, Intuit will know that you are a Bank of America customer. This offer is presented by Intuit; Bank of America is not responsible for this offering. Neither Bank of America nor its affiliates or employees provide legal, accounting or tax advice.

SSM-10-19-0677.C | 2875149

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BURTON S SHERBERT | Account # [REDACTED] 4724 | April 11, 2020 to May 8, 2020

Deposits and other additions

Date	Description	Amount
04/14/20	[REDACTED]	10.00
04/21/20	[REDACTED]	200.00
04/21/20	[REDACTED]	125.00
04/22/20	[REDACTED]	250.00
04/27/20	[REDACTED]	200.00
05/04/20	[REDACTED]	99.00
05/04/20	[REDACTED]	61.00
05/04/20	[REDACTED]	50.00
05/06/20	[REDACTED]	60.00
05/07/20	MD TLR transfer	100,000.00
05/07/20	[REDACTED]	100.00
05/08/20	[REDACTED]	0.05
Total deposits and other additions		\$101,155.05

Withdrawals and other subtractions

Date	Description	Amount
04/13/20	[REDACTED]	-10.00
04/23/20	[REDACTED]	-129.89
04/23/20	[REDACTED]	-150.00
04/23/20	[REDACTED]	-3.95
04/24/20	[REDACTED]	-24.33
04/24/20	[REDACTED]	-25.47
04/24/20	[REDACTED]	-11.05
04/27/20	[REDACTED]	-24.97

continued on the next page

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SSM-09-19-0052.B | AR8TC7ST

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
05/11/2020	7715		Rtn Loc/BOFD	Y		Bank of America NA

Amount: \$150,000.00 Sequence Number: [REDACTED] 7716
 Account: [REDACTED] 0983 Capture Date: 05/11/2020
 Bank Number: [REDACTED] Check Number: 1151807630

BANK OF AMERICA

Cashier's Check

No. 1151807630

VOID AFTER 90 DAYS 05/11/20 Date 05/07/20 11:48:10 AM
 PRINCE FREDERICK
 0005 5018101 0010
 Pay **BANK OF AMERICA** **\$150,000.00**
 One Hundred Fifty Thousand and 00/100 Dollars
 To The Order Of **CONNIE B STEWART**
 Remitter (Purchased By): **3 BEAS ASSISTED LIVING**
 Bank of America, N.A.
 SAN ANTONIO, TX
 AUTHORIZED SIGNATURE [Signature]
 098311
 THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

063544596

Seq: 116
 Batch: 410595
 Date: 05/11/20

Seq: 00110 05/11/20
 BAT: 410595 CC: 3585010101
 WT: 01 LTPS: Jacksonville
 BC: Prince Frederick BC MD4-791

Credited To The Account Of
 The Within Named Payee
 Endorsement Guaranteed
 [Signature]
 05-11-2020 06-2019

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
05/11/2020	[REDACTED] 7716	[REDACTED]	Rtn Loc/BOFD	Y		Bank of America NA